

LEMON LAW



ANDREWS LAW CENTER

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If your new car spends more time in the repair shop than on the road, you probably have a lemon. The Lemon Law applies to the sale of all new cars, small trucks, motorcycles, and multipurpose vehicles in Maryland and Virginia. Maryland's Lemon Law, however, does not apply to motor homes. D.C.'s Lemon Law does not apply to motor homes, motorcycles, recreational vehicles, or buses.

The benefits of the Lemon Law are available not only if the vehicle that was purchased from a dealer was new, but also if it was transferred to another person during the vehicle's warranty period.

IS YOUR CAR A LEMON?

Your car may be a lemon if the following criteria are met:

- ***The vehicle is new.*** In Maryland and D.C., your vehicle must have been driven less than 18,000 miles and owned for less than 24 months. In Virginia, your vehicle must have been owned for 18 months or less.
- ***The vehicle has a significant defect.*** In Maryland, there must be a defect which substantially impairs the use and market value of the vehicle.
- ***The defect is not the result of abuse, neglect, or unauthorized modifications.***
- ***The manufacturer or dealer was unable to repair the vehicle after a reasonable number of attempts.*** The "reasonable number of attempts" requirement varies by state. In Maryland, a "reasonable number of attempts" means once for brake or steering failure, and 4 times in the case of any other defect. In Virginia and D.C., a "reasonable number of attempts" means once for a safety-related defect. For non-safety related defects, "reasonable number of attempts" means 3 times in Virginia and 4 times in D.C. In each jurisdiction, the "reasonable number of attempts" requirement is satisfied if the car is out of service for repair of defects for a total of 30 or more days.

HOW THE PROCESS WORKS

The first step is to determine if there is a warranty complaint for which a manufacturer is responsible. The starting point is reading the printed warranty in the manual or owners guide. For example, if the new car is damaged after being backed into a light pole on the dealer's lot, it would be unreasonable to hold the factory liable under express or implied warranty theories.

If there is a problem with a new car during the warranty period, the dealer or the manufacturer must be given an opportunity to repair the defect. Also, the consumer must send written notice of the defect to the manufacturer by certified mail, return receipt requested, during the warranty period. The factory address can be found in the warranty section of the owner's manual. The manufacturer or dealer must correct the defect, at no charge to the consumer, within 30 days after receiving notice of the defect.

If the manufacturer does not agree to repurchase or replace your vehicle, you may file a lawsuit. Make sure you know what the statute of limitations is in your state. In Maryland, you must file your lawsuit within 3 years from the date the vehicle was delivered to you. D.C. extends this period to 4 years. In Virginia, the purchaser must file suit within the first 18 months after purchase. If repair attempts are being made, this period is extended up to 12 more months.

Additional requirements may apply before you can file suit. For instance, a state may require the vehicle to be purchased or registered in the state.

REMEDIES

If the dealer or manufacturer is unable to repair the consumer's car after a reasonable number of attempts (as described above), the manufacturer is required to do one of two things. At the consumer's option, the manufacturer must either:

- (1) Replace the car with another that is acceptable to the consumer; or
- (2) Accept return of the car and refund the full purchase price, less a reasonable allowance for the use of the vehicle (varies by state).

There are other remedies available to a consumer under the Lemon Law. If the consumer cannot settle a dispute with the manufacturer out of court, the court may require the manufacturer to pay part or all of the consumer's attorney's fees if the consumer

prevails in court. If the court finds that the manufacturer has acted in bad faith in failing to fulfill its obligations under the Lemon Law, the manufacturer may be ordered to pay the consumer up to \$10,000, in addition to any other remedies ordered by the court. Furthermore, a violation of the Lemon Law by a car dealer or manufacturer is considered an “unfair and deceptive trade practice” and may subject the dealer or manufacturer to certain penalties under the state’s consumer protection act.

Further information on the Lemon Law may be obtained from:

Consumer Protection Division
Office of the Attorney General
200 St. Paul Place, 16th Floor
Baltimore, MD 21202
Telephone: (410) 528-8662

Motor Vehicle Administration
Consumer Services, Room 101
6601 Governor Ritchie Highway, N.E.
Glen Burnie, Maryland 21602
Telephone: (410) 768-7535

Virginia Department of Agriculture and Consumer Services
Office of Consumer Affairs
102 Governor Street
Richmond, Virginia 23219
Telephone: (800) 552-9963

Department of Consumer and Regulatory Affairs
1100 4th Street SW
Washington, DC 20024
Telephone: (202) 442-4400